

Borough of Seaside Park & OPEIU Local #32 Agreement

THIS AGREEMENT, made this 10th day of May 2012 BY AND BETWEEN

BOROUGH OF SEADISE PARK

Herein referred to as "Borough"

AND

OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL #32

Herein referred to as "Union"

FOR THE PERIOD: **January 1, 2011 to December 31, 2013**

WITNESSETH:

WHEREAS, it is the intent and purpose of the parties hereto to promote and improve the harmonious and economic relations between the employer and its employees covered by this Agreement and to establish a basic understanding relative to rates of pay, hours of work and other conditions of employment consistent with the law and established practices modified by this Agreement.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, the parties hereto are with each other, with respect to those employees covered by this Agreement recognized as being represented by the Union and follows:

1. RECOGNITION AND DUES CHECK OFF

- A. The Borough recognizes the Union as the exclusive representative, for the purpose of collective negotiations, with respect to the terms and conditions of employment of all full-time personnel employed by the Borough of Seaside Park, excluding all part-time, seasonal and temporary employees, Public Works Department employees, Police Officers, managerial executives, confidential employees, and supervisors within the meaning of the ACT. The term "employee covered by this Agreement" shall be defined to include the plural as well as singular, and to include males and females.

- B. Following the successful completion of probation, ninety (90) days, the Borough agrees to deduct from the earning of each employee, covered by this Agreement, Union member dues and special assessments when said employee has properly authorized such deductions in writing. The Union will indemnify, defend and save harmless the Borough against any and all such claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Borough in reliance upon salary deduction authorization cards submitted by the Union to the Borough. The Borough will forward all dues deduction monies collected on a monthly basis to the Secretary-Treasurer of the Office and Professional Employees International Union Local #32. The Union will provide the Borough with a list of the names of the deductees and be responsible for the periodic updating of the list.
- C. The parties agree that for the term of this Agreement, in accordance with NJ statutes, any employee who is a member of this bargaining unit on the effective date of this Agreement who is not a member of the O.P.E.I.U. shall pay an agency shop fee equal to eighty-five percent (85%) of the dues and special assessments of the bargaining agent.

2. BULLETIN BOARD, COFFEE BREAK & JOB POSTING

- A. The Borough shall supply one (1) bulletin board for the use of the Union to be placed in a conspicuous location for posting notices and bulletins pertaining to Union matters. All bulletins must have the approval of the Department Supervisor or designee.
- B. All coffee breaks will be taken in the area designated by the Department Supervisor.
- C. All employment positions, including promotions, shall be posted for at least five (5) days in a conspicuous place reserved for such purpose.

3. GRIEVANCE PROCEDURE

- A. A "grievance" shall be a complaint arising out of interpretation, application or violation of policies, agreements and administrative decisions affecting the specific provisions of this agreement.
- B. No grievance can be instituted by any person under this agreement after fifteen (15) days beyond the occurrence of the issue being grieved.

- C. If at any step within the grievance procedure hereinafter outlined, management's decision is not appealed within the appropriate time, such grievance shall be considered closed and there shall be no further appeal or review.

STEP ONE. The aggrieved employee covered by this Agreement or the designated Union Representative shall within fifteen (15) calendar days of the occurrence of the actual happening which gave rise to the grievance or fifteen (15) calendar days from the time when the employee covered by this Agreement should reasonably have been aware of its occurrence, discuss the problem with the Department Supervisor who shall attempt to settle the problem within forty-eight (48) hours from the time it was presented.

STEP TWO. If the grievance is not resolved at STEP ONE, the Union shall present the grievance in writing to the Department Supervisor within six (6) calendar days. With the mutual consent of both parties, discussion may ensue. The Department Supervisor shall answer the grievance in writing within ten (10) calendar days after receipt of the grievance, setting forth findings of facts, reasoning and conclusions on the issues submitted.

STEP THREE. If the grievance is not resolved at STEP TWO, or if no answer has been received by the Union within the time set forth in STEP TWO, the Union shall present the grievance in writing to the Business Administrator within six (6) days of the STEP TWO answer. With the mutual consent of both parties discussions may ensue. The Business Administrator shall answer the grievance in writing within twenty-one (21) calendar days after receipt of the grievance.

STEP FOUR. If a grievance is not resolved at STEP THREE, or if no answer has been received by the Union within the time set forth in STEP THREE, such grievance shall, at the request of the Union or the Borough, be referred to the New Jersey Public Employee Relations Commission (PERC) for binding arbitration in accordance with its rules and regulations within twenty (20) calendar days.

4. SENIORITY

It is hereby agreed that the parties recognize and accept the principle of seniority in all cases of transfer, assignment of schedules, lay-offs and recalls. In all cases however, ability to perform the work in a satisfactory manner will be a factor in designating the employee covered by this Agreement to be affected.

5. FURLOUGHS

For the duration of this Agreement, January 1, 2011 to December 31, 2013, the employees covered by this Agreement shall not be subject to furloughs. The term

“furlough” meaning the temporary unpaid reduction in an employee’s work hours and or work days while still remaining on the Borough’s active payroll and eligible for all applicable benefits.

6. HOURS OF WORK

- A. This article is intended to define the normal hours of work and shall not be construed as a guarantee of ours of work per day or week or of days of work per week.
- B. The basic work week shall consist of thirty-five (35) hours (full-time) consisting of five (5) consecutive days. The basic work day shall consist of seven (7) hours per day, exclusive of a sixty (60) minute lunch period, 8:00 a.m. to 4:00 p.m., unless a different shift is authorized.

7. OVERTIME

- A. Non-Exempt employees will receive overtime compensation of time and one-half for hours worked in excess of their regularly scheduled work hours up to sixty (60) hours during one (1) work week. Any work performed in excess of sixty (60) hours during one (1) work week shall be paid at the rate of double time.
- B. Compensatory Time. In lieu of receiving pay for overtime work employees shall be entitled to compensatory time off from work. Compensatory time must be used during the calendar year it is earned and shall not be carried over to the following year. Compensatory time shall be administered by authority to determine when compensatory time may be taken.
- C. Municipal Court overtime will be offered, on a rotating basis, to employees covered by this Agreement. The Deputy Municipal Administrator shall receive a three (3) hour minimum, at the rate of time and one-half the employee’s base pay for emergency call out work not contiguous to the normal work day including holidays.
- D. There will be a two (2) hour minimum for “faxed” call outs except those on holidays which will receive a three (3) hour minimum.
- E. Municipal Court employees shall be compensated for scheduled court sessions at the rate of time and one-half of their employee’s base pay whenever such sessions occurs outside of the employee’s normal work hours.

F. Evening Training – Employees shall be compensated at the rate of time and one-half of the employee’s base salary or compensatory time when training occurs after normal working hours.

G. Any employee, covered by this Agreement, who is called into work, will receive a minimum of three (3) hours at time and one-half of the employee’s base pay. Periods of employment before and after layoff, suspension, or leave without pay shall be considered continuous service.

8. VACATION LEAVE

A. Each employee covered by this Agreement shall be granted annual paid vacation leave based on years of continuous full-time service with the Borough in accordance with the following schedule:

Up to one (1) year of service.....	one (1) day per month
1 thru 4 years	twelve (12) working days
5 thru 9 years.....	fifteen (15) working days
10 thru 14 years.....	eighteen (18) working days
15 thru 20 years.....	twenty (20) working days
21 st year and over.....	twenty five (25) working days

B. Employees hired before January 1, 2011, who have earned more than twenty-five (25) working days of vacation as of December 31, 2010, shall be entitled to retain and use those additional vacation days but will not earn any additional vacation days.

C. Vacation shall be credited at the beginning of each calendar year in anticipation of continued service but shall be earned on a prorated basis for each full month of service and shall be adjusted for any employee covered by this Agreement who leaves the service of the Borough before the end of the calendar year. An employee covered by this Agreement who leaves the service of the Borough shall be paid for earned but unused vacation leave.

D. Vacation leave shall be scheduled with the approval of the Department Head in accordance with departmental policies. Vacation must be taken during the calendar year in which it is earned. However, in the event that the duties of the employee prevent the full use of the earned vacation and, with the prior written approval of both the Department Head and the Borough Administrator, up to two weeks (ten (10) days) of the unused vacation may be carried over into the following year. Any unused vacation time carried over must be taken in the following year.

- E. Continuous service, for the purpose of this section, shall mean employment with the Borough without actual interruption due to resignation, retirement or removal.

9. HOLIDAYS

- A. Each employee covered by this Agreement shall receive holiday pay equal to one day's without working the following days:
 - 1. New Year's Day
 - 2. King's Birthday
 - 3. Lincoln's Birthday
 - 4. Washington's Birthday
 - 5. Good Friday
 - 6. Memorial Day
 - 7. Independence Day
 - 8. Labor Day
 - 9. Columbus Day
 - 10. General Election Day
 - 11. Veteran's Day
 - 12. Thanksgiving Day
 - 13. Friday after Thanksgiving
 - 14. Christmas Day
- B. An employee covered by this Agreement who is required to work on a holiday shall be compensated at the rate of time and one-half of the employee's base pay in addition to holiday pay.
- C. The holidays set forth above shall be observed on the dates specified each January by the Borough Council, which shall be subject to change by the Borough Council upon thirty (30) days notice.

10. SICK LEAVE

- A. Each employee covered by this agreement is entitled to fifteen (15) working days of sick leave per calendar year. The amount of such leave not taken shall accumulate from year to year. Sick leave is to be used only in cases where the employee is ill and unable to work, or in cases of the serious illness of a family member. Employees absent on sick leave for five or more consecutive working days must submit a doctor's verification of illness or injury. If an employee is attending to an immediate family member, including civil union partner, a doctor's verification of that individual is required. Prior to returning to work, the Borough of Seaside Park may require an employee to be examined by a physician designated by the Borough of Seaside Park to verify fitness to return to normal duties. An employee will not be permitted to return to work until the verification is received.
- B. Sick leave shall not accrue during a leave of absence without pay or suspension.

- C. There will be no compensation for accumulated sick days, at the time of separation, for any reason.

11. BEREAVEMENT LEAVE

Each employee covered by this Agreement shall be granted up to five (5) consecutive working days leave with pay upon the death of a member of the employee covered by this Agreement's immediate family. Unused bereavement leave within the calendar year does not accumulate. Immediate family shall include spouse (or domestic partner), children, parents, grandparents, brothers and sisters; also spouse's parents, grandparents, brothers and sisters; and other permanent members of the employee's household. Bereavement leave is a separate and distinct benefit which will not in any way affect or cause a reduction in sick leave or vacation leave. When approved by the Business Administrator, employees may use additional time off for bereavement with pay by first using their personal time. If they have no personal time available they may then use available sick time.

A. MEDICAL BENEFITS

The Borough shall continue to provide hospital, medical dental and vision care insurance as presently provided, or its equivalent. Effective January 1, 2011 each employee covered by this agreement will contribute one and one-half percent (1-1/2%) of their base wages towards their medical expenses. The Borough shall have the option to change its present traditional health insurance plan to the plan options set forth in the New Jersey State Health Benefits Plan.

- B. Each employee covered by this Agreement shall be permitted to enroll in the Medical Benefits Plan on the 1st of the month following two (2) full months of service with the Borough or upon completion of a longer waiting period if required by the insurance provider.
- C. Selection of a available health plan shall be made by each employee covered by this Agreement on an annual basis during the designated enrollment period in accordance with the requirements of the health insurance provider. Eligible employees covered by this Agreement electing not to participate in the Borough's Medical Health Benefits Plan shall receive an annual health insurance bonus equal to 25% of the cost of their health care benefits or \$5,000 whichever is lower.
- D. Health insurance bonuses shall be prorated and paid in two (2) equal installments at the completion of the insurance period. Such election(s) by the employee covered

by this Agreement shall be made in writing during the month prior to the policy renewal or other designated period, with the re-enrollment subject to the requirements of the insurance carrier upon change in family status (i.e. marriage, divorce, change in spousal coverage, birth, adoption).

12. DISABILITY INSURANCE FOR NON-OCCUPATIONAL ILLNESS OR INJURY

- A. Short Term Disability Insurance. Each employee, covered by this agreement, will be enrolled in a short term disability insurance program. The short term benefits will provide each employee with income in case they are absent from work due to non-occupational illness or injury. The short term insurance is calculated as percentage of the employee's salary for duration of up to 180 days beginning after the employee has used all earned sick leave. The cost of this insurance will be the responsibility of the Borough of Seaside Park.
- B. Long Term Disability Insurance. Each employee covered by this agreement will be enrolled in a long term disability insurance program. The long term benefits will provide each employee with income in case they are absent from work due to non-occupational illness or injury. The long term disability program provides each employee covered by this agreement with a continuing source of income after the expiration of 180 days of short term disability coverage. The benefits are calculated as a percentage of the employee's salary. The cost of this insurance will be the responsibility of the Borough of Seaside Park.
- C. The Borough shall provide all employees with copies of the short term and long term disability policies upon their request.

13. WORKERS COMPENSATION

Each employee covered by this agreement who suffers from a job related illness or injury is covered by the Borough of Seaside Park's Workers' Compensation insurance policy consistent with applicable state law.

Employee compensation, under this entitlement, will be determined by applicable New Jersey statutes and be limited to that amount. The Borough will not provide any additional compensation while the employee is receiving worker's compensation benefits, but the Borough will provide payroll continuation at the Workers' Compensation rate.

14. LIFE INSURANCE

The Borough of Seaside Park will provide each employee, covered by this agreement, with a life insurance policy equal to one times the employee's annual salary or wages.

15. MATERNITY LEAVE

The Borough will comply with New Jersey and Federal FMLA provisions.

16. PERSONAL LEAVE

- A. Each employee covered by this Agreement shall be entitled to annual paid personal leave of three (3) days each calendar year.
- B. Personal leave shall be credited at the beginning of each calendar year in anticipation of continued service but shall be earned on a prorated basis for each full month of service and shall be adjusted for any employee covered by this Agreement who leaves the service of the Borough before the end of the calendar year. Personal leave credits shall not accrue during a leave of absence without pay or suspension. Personal leave must be used during the calendar year earned and shall not accumulate from year to year.
- C. Request for use of personal leave shall be granted at the discretion of the Department Supervisor upon twenty-four (24) hours advance notice, unless emergency situations.
- D. There will be no compensation for unused personal leave at the time of separation for any reason.

17. EDUCATION REIMBURSEMENT

All special licenses plus renewals required as part of employment with the Borough of Seaside Park will be paid for by the Borough. All employees covered by this Agreement will be reimbursed by the Borough upon the successful completion (i.e. a passing grade) for any work related courses that are pre-approved by the Department Head and Business Administrator.

18. WAGES

- A. All non-exempt employees shall be paid bi-weekly based on the employee's hourly wage rate times the number of actual hours worked.

Effective January 1, 2011 and retroactive to said date, the employees covered by this Agreement shall receive a 4% increase in their hourly rate of pay.

Effective January 1, 2012 and retroactive to said date, the employees covered by this Agreement shall receive a 3 % increase in their hourly rate of pay.

Effective January 1, 2013 and retroactive to said date, the employees covered by this Agreement shall receive a 2% increase in their hourly rate of pay.

- B. Retroactive payments will be made by the Borough as soon as practicable from the date that this Agreement is executed but no longer than 30 days from that date. The year for determination of salary shall commence on the first day of January of each year.
- C. Titles and salaries will be inserted for the steps currently in the contract with the appropriate calculations.

19. TERMINATION AND EXTENSION OF AGREEMENT

- A. The term of the Agreement shall be from January 1, 2011 through December 31, 2013 and its terms and conditions effective with its commencement and retroactive to same.
- B. It is understood that if the Union seeks a successor agreement commencing from January 1, 2014, that this Agreement shall remain in full force until said agreement has been reached.

20. COMPLETENESS OF AGREEMENT

This Agreement constitutes the entire collective bargaining agreement between the parties and settles for the term of this Agreement all matters which were or might have been raised in all collective bargaining negotiations leading to the signing of this Agreement.

21. NON-DISCRIMINATION

- A. The Borough and the Union agree that there shall be no discrimination against any employee covered by this Agreement because of race, creed, color, religion, sex, national origin or political affiliation.
- B. The Borough and the Union agree that all employees covered by this Agreement have the right without fear of penalty or reprisal to form, join and assist any employee organization or to refrain from any such activity as provided by law. There

shall be no discrimination by the Borough or the Union against any employee covered by this Agreement because of the employee's membership or non-membership or activity or non-activity in the Union.

22. SAVING CLAUSE

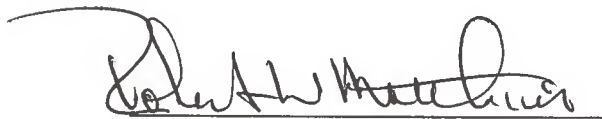
If any provisions of this Agreement or the application of this Agreement to any application of this Agreement to any person or circumstances shall be held invalid, the remainder of this Agreement or the application of such provision to other persons or circumstances shall not be affected thereby.

23. SUCCESSOR AGREEMENT

The Borough and Union agree to commence in September, 2013 the negotiation process to reach a successor to this Agreement which terminates on December 31, 2013.

IN WITNESS THEREOF, the parties have, by their duly authorized representative, set their hands and seals on the date first above written.

BOROUGH OF SEASIDE PARK




ROBERT W. MATTHIES, MAYOR

OFFICE & PROFESSIONAL
EMPLOYEES INTERNATIONAL
UNION/ LOCAL 32



Allen Byron, Secretary/Treasurer

ATTEST: 
Karen Barna, Borough Clerk